

AGREEMENT

BETWEEN

CITY OF WILTON, IOWA

AND

CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL UNION NO. 238

AFFILIATED WITH THE INTERNATIONAL

BROTHERHOOD OF TEAMSTERS

JULY 1, 2006

to

JUNE 30, 2009

## TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE 1 - RECOGNITION .....	1
ARTICLE 2 - DEFINITION .....	1
ARTICLE 3 - MANAGEMENT RIGHTS .....	2
ARTICLE 4 - UNION RIGHTS AND RESPONSIBILITIES .....	4
ARTICLE 5 - WORK STOPPAGE .....	5
ARTICLE 6 - DUES CHECKOFF .....	6
ARTICLE 7 - SENIORITY .....	7
ARTICLE 8 - PROCEDURE FOR STAFF REDUCTION .....	8
ARTICLE 9 - HOURS OF WORK .....	9
ARTICLE 10 - OVERTIME .....	11
ARTICLE 11 - WAGES/SUPPLEMENTAL PAY .....	13
ARTICLE 12 - HOLIDAYS .....	14
ARTICLE 13 - VACATIONS .....	15
ARTICLE 14 - LEAVES OF ABSENCE .....	17
A. Sick Leave .....	17
B. Funeral Leave .....	20
C. Jury Duty .....	20
D. Military Leave .....	21
E. Personal Leave .....	21
ARTICLE 15 - INSURANCE .....	22
A. Hospital and Medical Insurance .....	22
B. Life Insurance .....	23
C. Dental Insurance .....	24
D. Disability Insurance .....	24

ARTICLE 16 - GRIEVANCE PROCEDURE AND ARBITRATION .....	24
ARTICLE 17 - HEALTH AND SAFETY .....	29
ARTICLE 18 - TRAINING .....	30
ARTICLE 19 - BULLETIN BOARDS .....	30
ARTICLE 20 - GENERAL CONDITIONS .....	31
ARTICLE 21 - NO INDIVIDUAL AGREEMENTS .....	32
ARTICLE 22 - SAVINGS CLAUSE .....	32
ARTICLE 17 - EFFECTIVE PERIOD .....	32
APPENDIX A .....	34

## PREAMBLE

THIS AGREEMENT is entered into by and between the City of Wilton, Iowa, hereinafter referred to as "Employer", and Chauffeurs, Teamsters and Helpers Local Union No. 238, hereinafter referred to as "Union".

## ARTICLE 1 - RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 7127, dated December 9, 2005, to-wit:

INCLUDED: All part-time and full-time sworn officers.

EXCLUDED: Reserve officers and sworn personnel.

Section 2. The parties further agree that those employees added or deleted to the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement shall be recognized thereafter as included or excluded within the bargaining unit, as the case may be, pursuant to the Board's certification.

## ARTICLE 2 - DEFINITION

A. The term "regular full-time police officer" shall mean an employee is regularly scheduled to work at least forty (40) hours per week.

B. The Employer and the Union agree to cover under the contract those permanent year-around part-time employees who work

a minimum of twenty (20) hours but less than forty (40) hours per week.

The provisions of the contract which will apply to newly hired permanent part-time employees as defined above is limited to the following: wages, overtime, holidays, vacation, uniforms and grievance/arbitration procedures. Part-time employees will receive one-half of the holiday and vacation benefits contained herein.

C. "Officer" and "employee" as used in this Agreement will be synonymous.

### ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- a) the right to manage the Employer's operations and to direct the working force;
- b) the right to hire employees;
- c) the right to maintain order and efficiency;
- d) the right to extend, maintain, curtail or terminate operations of the Employer;
- e) the right to determine the size and location of the Employer's operations, to determine the type and amount of equipment to be used, and to determine and implement methods by which its operations are to be conducted;

f) the right to determine and implement assignments by which the department operations are to be conducted, the right to determine methods and material to be used, including the right to introduce new methods or facilities and to change existing methods and facilities;

g) the right to determine and implement the number of personnel needed to conduct the operations of the department and the right to create, modify and terminate departments, job classifications and job duties;

h) the right to transfer, promote and demote, assign and detain employees;

i) the right to discipline;

j) the right to suspend and discharge employees for proper cause;

k) the right to relieve public employees from duties because of lack of work or for other legitimate reasons;

l) the right to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, and the number of persons to be employed by the Employer at any time; and

m) the right to enforce and require employees to observe rules and regulations set forth by the Employer; provided however, that these rights will not be used for the purpose of discriminating against any employee because of membership or non-membership in the Union.

Section 2. The list of management rights set forth above is not exclusive and it is understood that except as specifically

and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

#### ARTICLE 4 - UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union.

Section 2. For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises with the prior consent of the department head. The Employer will cooperate to facilitate such visitations, and the Union and its authorized representative will not interfere with or interrupt the operations of the Employer or the work of the employees.

Section 3. The Union recognizes its responsibilities as the sole and exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently. The Union, therefore, agrees to cooperate in the attainment of these goals and

agrees to the following, to-wit:

a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;

b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and

c) that it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Union, and the public.

#### ARTICLE 5 - WORK STOPPAGE

Section 1. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section 2. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of Section 3 of this Article, or of Section 12 of the Act by an employee, the Union agrees that it will take immediate, affirmative steps with



the employee involved, including but not limited to sending out letters, bulletins, telegrams and public announcements, and to calling employee meetings to bring about an immediate resumption of normal work.

Section 5. In the event of a violation of a section above, all legal censures of the Act shall apply.

#### ARTICLE 6 - DUES CHECK OFF

Section 1. The Employer will make monthly deductions from the second paycheck of the month from the wages of each employee covered by the Agreement if the employee provides the Employer with a written authorization therefor. The deductions will be for monthly Union dues in the amounts certified in such authorizations or as the same may be modified by written notification from the Union. The Employer will remit such money together with a statement listing the amount of money withheld from each employee, to the Treasurer of the Union not later than fifteen (15) days after the money has been withheld.

Section 2. Any authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the City and shall automatically be cancelled upon termination of employment.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any claim of an employee or against any liability found against the Employer arising out of the operation of this Article. Nothing herein shall be construed as creating

any obligation on the part of the Employer for the payment of any Union dues or deductions on behalf of the employee.

#### ARTICLE 7 - SENIORITY

Section 1. Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire and becomes applicable immediately following completion of the twelve-month probationary period.

Section 2. The Employer shall post complete seniority lists of the employees covered by this Agreement on July 1. This list shall remain posted and the Employer shall give a copy of such seniority lists to the Union. At any time that seniority lists are revised during the term of this Agreement, a revised list shall be posted and a copy shall be given to the Union. Any protest as to the correctness of this list must be made in writing to the Employer.

Section 3. The seniority of an employee shall terminate if the employee quits for any reason, including retirement; is discharged, fails to report to work after notice of recall within the time limit set out in this Agreement; is laid off for a period exceeding twelve (12) months; is absent from work for three (3) consecutive workdays without notice to and approval by the Employer, unless evidence satisfactory to the Employer clearly provides that the employee was physically unable to give notice to the Employer; fails to report to work on the next scheduled workday following completion of a leave of absence; engages in other work for pay while on unpaid leave of absence without the

written approval of the Employer; or gives a false reason for obtaining leave of absence.

#### ARTICLE 8 - PROCEDURE FOR STAFF REDUCTION

Section 1. In the event that the Employer determines that an employee is to be laid off, the Employer agrees to notify the Union as far in advance as possible so that the parties may discuss alternatives.

Section 2. In the event the Employer determines that an employee must be laid off within a department, the Employer shall consider qualifications and seniority, and if qualifications are equal between or among affected employees, seniority shall govern. A temporary, part-time or probationary employee performing duties within the department from which the employee has been or is to be laid off, is to be laid off first, in that order. No temporary, part-time or probationary employee shall have any right of recall.

Section 3. The Employer agrees, insofar as is possible, to give at least fourteen (14) calendar days' notice to an employee who is to be laid off, except where the staff reduction is caused by events beyond the control of the Employer.

Section 4. Within a department, an employee will be returned to work in the reverse order in which that employee was laid off. No new employee will be hired for a job in that department until an employee laid off from that department has failed to comply with a notice of recall, unless the period of layoff exceeds twelve (12) months.

Section 5. An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail, return receipt requested, to the employee's latest advised address.

Section 6. An employee shall report to work within seven (7) calendar days after notice of recall is mailed, unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said later effective date.

#### ARTICLE 9 - HOURS OF WORK

Section 1. The Chief shall establish and post the hours of work within groups and shifts as determined by it to best provide the service to be rendered and to accommodate the public being served. The hours as posted shall set forth the normal work day, work week and work schedule but shall not be construed as a guarantee of hours of work per day, per week or per schedule, or days of work per week or per schedule.

The work week shall run from 12:00 midnight Sunday to 11:59 p.m. the following Saturday. Within the 7-day week, each full-time employee will be scheduled to work forty (40) hours, as established by the Chief. Shifts will not be changed without five (5) days notice, except in the case of an emergency. The work hours shall be established by the Chief.

Section 2. It is understood and agreed that the work schedules for all employees may be changed by the Chief from time to time to meet the Employer's requirements. It is also

understood and agreed that the Chief shall have the right to reduce, extend or maintain the hours of work for any employee and the employee shall be required to work at times as scheduled by the Chief. The Chief shall give the Union as much advance notice as possible of any major change in work schedules.

Section 3. To the extent reasonably possible, each employee shall receive a fifteen (15) minute break during the first half of the work day and a fifteen (15) minute break during the second half of the work day, except in the case of an emergency. Whenever possible, and except as otherwise determined by the Chief, each employee shall receive a 30-minute lunch period during their regular shift. Employees shall be available for emergency calls during their lunch period.

Section 4. Call Back. When an employee is called back to work by the Chief, the employee will be paid a minimum of two (2) hours at the employee's regular rate of pay. Call back does not apply if the employee is called back to work one (1) hour or less prior to the start of the employee's shift. Call back does not apply where an employee is ordered to work beyond the end of the employee's regular shift.

Section 5. Standby.

1. Standby is defined as time when the Chief specifically requires an employee to be immediately available to report for duty during a scheduled time off. Immediately available means the employee must report for duty within fifteen (15) minutes of being called to work. An employee that fails to comply with the Chief's directive is subject to discipline. The terms "standby"

and "on call" are synonymous for the purposes of this Article.

2. An employee required to be on standby will receive two (2) hours of straight time pay for each day the employee is required to be on standby. Standby time will not be considered as time worked for the purposes of computing overtime. An employee will not be required to be on standby during approved vacation or leaves of absence as defined in this contract.

3. An employee on standby who is called in to work shall not receive callback pay and shall not receive any additional compensation until the employee has completed two (2) hours of work. If the callback causes overtime to occur, the employee will receive overtime pay for the time worked.

4. If an employee is on standby and does not report to work within the required fifteen (15) minutes after receiving notice to report for duty, the employee shall forfeit the two (2) hours standby pay described above and may be subject to discipline.

#### Out of Rank Pay

In the event an employee is assigned by the Chief to work as the Chief in the Chief's absence, the employee will be paid the equivalent to the Chief's pay, effective on the 16<sup>th</sup> consecutive day of work as the Chief, for each consecutive day worked after the 15<sup>th</sup> day.

### ARTICLE 10 - OVERTIME/COMPENSATORY TIME

#### A. Overtime

Section 1. Overtime shall be defined as any time properly authorized or approved by the Employer in excess of the employee's normal forty (40) hour work week. An employee shall be required to work such overtime as the employer requires.

Section 2. No employee shall be paid or otherwise compensated more than once for work performed, nor shall pay, compensation or benefits be pyramided.

Section 3. Overtime shall not be used to punish or reward employees.

Section 4. In determining whether an employee is entitled to overtime, sick leave, vacation and standby will not be counted as hours worked in determining whether the employee is entitled to overtime. All other hours in paid status will be counted as hours worked in determining overtime pay.

Section 5. Overtime shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay, as set out in Appendix A.

#### B. Compensatory Time

Section 1. The Employer, at its discretion, may grant an employee compensatory time off based on one and one-half hours off for each hour of overtime worked. The Employer and the employee shall mutually agree to the granted time off. An employee shall not accumulate more than forty (40) hours of compensatory time.

Section 2. Compensatory time off will be granted at the time selected by the employee, provided it does not conflict with the operations of the Employer. Compensatory time off must be

used as soon as is reasonably possible after it has accrued. All accrued and unused compensatory time off will be paid to the employee on the last payday of the contract year. In no event shall compensatory time be carried over into the following contract year.

#### ARTICLE 11 - WAGES/SUPPLEMENTAL PAY

Section 1. The regular rate of pay for each employee is set out in Appendix A which is attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine at reasonable times the time sheets and other records pertaining to the computation of the pay of that employee.

Section 3. Non-certified officers will receive eighty-five percent (85%) of the base salary until satisfactory completion of the Police Academy and certification as a police officer.

Section 4. Court Time. It is understood that the employee will be available for court appearances, depositions and pretrial conferences in connection with their duties as police officers where they are material witnesses or arresting officers. No additional pay will be forthcoming if such time occurs during the normal working hours of the employee. An employee required to appear for court, deposition or pretrial conference during off-duty hours shall be paid for all time spent at the employee's applicable rate of pay. If an employee appears for court while off duty and the court has been cancelled, the City will pay the



employee two (2) hours of pay at the straight time rate, unless the employee has been previously notified of the court cancellation, in which case the City will not be obligated to pay the employee. The officer will call the Court the day before the trial to determine if the trial is still scheduled to proceed.

## ARTICLE 12 - HOLIDAYS

Section 1. The following days are designated as holidays, to-wit:

New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Veterans Day	Employee's Birthday
Labor Day	Christmas Eve (1/2 day)

Section 2. The employee birthday holiday shall be scheduled by the employee with the approval of the Chief and must be taken within the contract year. The birthday holiday cannot be taken until the actual birthday of the employee. If the leave requested by the employee for the employee's birthday places too much of a burden on the department at the time of the request, the Chief may require an alternate time.

Section 3. In order to be eligible for receiving holiday pay, an employee must have been in the employ of the Employer for not less than the duration of the employee's probationary period and, unless excused, must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. An employee who is on lay-off, or who is discharged, or who is under suspension is not eligible for holiday pay.

Section 4. If an employee is required to work on an observed holiday, the employee shall receive eight (8) hours pay at the employee's regular straight time rate and one and one-half (1-1/2) times the regular rate of pay for all hours actually worked on the holidays described above.

For Christmas Eve, full-time employees will receive four (4) hours pay at the employee's regular straight time pay and four (4) hours of pay at one and one-half times the regular rate of pay for those employees working a regular eight-hour shift during Christmas Eve. All hours worked in excess of eight (8) hours on Christmas Eve will be paid at one and one-half times the regular rate of pay.

Section 5. In the event a holiday occurs within an employee's vacation period, such day will be counted as a holiday, and not as a day of vacation.

Section 6. An employee shall endeavor to give at least seven (7) days notice before taking any floating or birthday holidays.

#### ARTICLE 13 - VACATIONS

Section 1. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed.

Section 2. An employee shall earn paid vacation after continuous period of service pursuant to the following schedule:

During the first year of continuous employment	40 hours per year
Beginning the second year of	80 hours per year

continuous employment

Beginning the sixth year of continuous employment	100 hours per year
---	--------------------

Beginning the tenth year of continuous employment	120 hours per year
---	--------------------

Beginning the fifteenth year of continuous employment	160 hours per year
---	--------------------

a. No vacation shall be allowed until six (6) months of continuous employment, and then vacation may only be used as accrued. Employees resigning or terminating before they have completed six (6) months of continuous employment will not be eligible for any prorated vacation benefits. Part-time employees shall earn one-half vacation leave. An employee shall not accrue vacation leave during periods of temporary layoff, suspension or leave without pay. Vacation leave may not be taken in advance, and employees may not waive their vacation right in order to collect both vacation and work pay. Any accrued and unused vacation will be paid out at such time as any full-time employee is separated from city employment by reduction in force, resignation, death or other termination.

Section 3. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Department, provided that the final right to allot vacation periods is reserved to the Chief. The Employer may establish a seniority system to give senior employees preference in the selection of vacation.

Section 4. In the event a holiday occurs within an employee's vacation period, such day will be counted as a holiday, and not as a day of vacation.

Section 5. All vacation time shall be used within the year from the employee's anniversary date and shall be non-cumulative, except under extenuating circumstances approved by the Chief. All vacation time requests beyond Monday must be made in writing for approval by the Chief at least seven (7) working days in advance of the requested vacation days. The Chief, at its discretion, may waive the 7-day notification in cases of emergency. A written request for a 1-day vacation must be given to the Chief by the end of the prior work day. Only one (1) employee request for the same vacation period may be granted, unless otherwise approved by the Chief.

#### ARTICLE 14 - LEAVES OF ABSENCE

##### A. Sick Leave

Section 1. Sick leave may be used for personal illness and injury including medical or dental appointments during work hours, and may be used for serious illness of a minor child of the employee or of a member of the employee's immediate household, subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different employer who should be covered by Worker's Compensation.

Section 2.

a. A regular full-time employee shall accumulate one (1) day of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of ninety (90) days during the first ten (10) years of full-time employment. Beginning the eleventh year of full-time consecutive employment with the City, an employee may accumulate up to a maximum of one hundred twenty (120) days of sick leave.

Section 3. An employee who uses a cumulative total of forty-eight (48) or more hours of sick leave in three (3) or more occurrences during any contract year shall furnish the employee's Department Head with a doctor's certificate for each absence due to sickness or injury for the next year, which certificate is to be obtained by the employee at no cost to the Employer. A medical appointment to review a condition which resulted in an employee being charged with a sick leave occurrence shall not constitute an additional occurrence.

Section 4. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible, but in any event, not later than one-half (1/2) hour prior to the starting time of the employee's workday, unless the employee is unable to notify the Employer because of an emergency.

Section 5. No employee will be paid for any accrued but unused sick leave under any circumstances.

Section 6. An employee may use sick leave to the extent it is available to supplement any payment received for an on-the-job injury for the Employer. If an employee elects in writing to use

sick leave in any period for which an employee is receiving worker's compensation benefits for an on-the-job injury for the Employer, the Employer shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as gross pay for the same period as sick leave under this contract. During the statutory waiting period, an employee may elect in writing to use sick leave to the extent it is available. Any amounts paid to an employee under this section shall be chargeable against the employee's sick leave.

Section 7. Sick leave shall be taken in increments of at least one (1) hour at a time. An employee on sick leave shall receive the regular employee's rate of pay as set out in the Appendix.

Section 8.

a. If sick leave is caused under circumstances creating a legal liability for damages against a third party, and if the employee or the employee's legal representative files a claim for any type of damages, or maintains an action for any type of damages, against a third party, the employee or employee's legal representative shall deliver a copy of the original notice or claim to the Employer within ten (10) days after the claim is made or the action is filed. The Employer will retain any subrogation rights that it may have as provided by law.

b. If the employee's claim for damages includes lost wages covered by sick leave, the Employer shall be indemnified out of the recovery of damages to the extent of sick leave benefits paid

to the employee by the Employer, except that the employee's attorney fees and out-of-pocket expenses shall first be deducted from the recovery.

#### B. Funeral Leave.

Section 1. An employee will be granted five (5) consecutive days of paid leave in order to attend the funeral of the employee's spouse or child. An employee will be granted three (3) consecutive days of paid leave in order to attend the funeral of the employee's parent, stepparent, brother, sister, mother-in-law, father-in-law, grandparent, stepchild, half-brother or half-sister, brother-in-law or sister-in-law.

Section 2. In order to be eligible for paid funeral leave benefits, the employee must attend the funeral. The day of the funeral will count as one of the consecutive days of funeral leave. An employee who gives the City a false reason to obtain any leave of absence will be subject to discipline, up to and including discharge.

#### C. Jury Duty

If an employee is subject to call for jury duty, the employee shall promptly notify the Chief of Police. A full-time regular employee who is required to serve on a jury during their scheduled work hours shall be paid the difference between their jury fees and their straight time hourly rate of pay for all scheduled hours of work missed as a result of jury duty. The eligible employee shall present proof of service and must report immediately for work if they are discharged from the jury before the end of their

scheduled work hours. If the employee is a plaintiff or complainant on a job-related civil case, the employee will not be compensated for any court time.

#### D. Military Leave

Section 1. The Employer shall comply with the statute (§29A.28, The Code) granting leave of absence for military pay, as the same may be amended from time to time.

#### E. Personal Leave

Section 1. A leave of absence without pay may be granted for a reasonable purpose to full-time employees for a limited period not to exceed three (3) consecutive calendar months by the City Administrator. The City Administrator may extend this leave in writing every three (3) months under extenuating circumstances. During a leave of absence, a full-time employee may not work at another job.

In either case, the employee shall be reinstated into the same or similar position if he/she is medically able, and will receive full credit for previous employment prior to the leave of absence. For an example, this policy could include time for extended vacation, cases of extreme sickness, religious or educational pursuits, etc.

Section 2. Procedure. A request for leave shall be in writing, which shall include the beginning date, duration and reasons for leaving. All requests must be submitted at least one



month prior to the date of the leave, except in extreme hardship cases.

Section 3. Benefits. Benefits shall not be accrued for that portion of leave exceeding five (5) working days.

Section 4. Health Insurance. All health and dental insurance benefits shall be terminated at the beginning of the month following the five-day grace period. The employee may wish to continue the insurance policy premiums from his/her own financial resources during the leave of absence.

Section 5. Failure to Report. If the employee does not return within three (3) working days after the leave has expired, the individual will lose all reinstatement rights to his/her position.

## ARTICLE 15 - INSURANCE

### A. Hospital and Medical Insurance

Section 1. The Employer shall maintain for each employee a group hospital and medical insurance policy. The Employer shall maintain for each employee a group hospital and medical insurance policy similar to but not necessarily identical to the current plan in existence. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the terms of the policy or as to the carrier shall be made by the Employer and shall not be grievable. The Employer will provide single health insurance coverage at no cost to the employee.

Section 2.

a. An employee may elect to cover the employee's dependents under the health and accident insurance policy. The employee will contribute twenty percent (20%) of the monthly premium cost per month toward the cost of said dependent coverage, and the employee shall pay any deductible cost or coinsurance cost as set out in the policy. Dependent coverage is the difference between the single premium and the family premium. The employer shall pay the remaining premium cost.

Section 3. Coverage of an employee and family, if so elected, shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

B. Life Insurance

Section 1. The Employer shall maintain a group term life insurance policy for each employee in the face amount equal to the employee's current wage, up to a maximum of \$50,000.00, at no cost to the employee. The Employer shall maintain a group term life insurance policy for the employee's spouse in the amount of \$4,000.00, at no cost to the employee and a group term life insurance policy for each minor child of the employee in the amount of \$5,000.00, at no cost to the employee.

Section 2. Coverage of an employee shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

### C. Dental Insurance

The Employer will provide single dental insurance coverage for each full-time employee at no cost to the employee. An employee may elect to cover the employee's dependents under the dental insurance policy. The employee will contribute twenty percent (20%) of the monthly premium cost per month toward the cost of said dependent dental insurance coverage, and the employee shall pay any deductible costs or co-insurance costs as set out in the insurance policy.

### D. Disability Insurance

Full-time employees will be provided with disability insurance which shall cover sixty-six percent (66%) of the employee's gross wage, up to a maximum of \$600.00 per week. There will be a waiting period on the disability insurance before said coverage is available. The waiting period shall be thirty (30) calendar days after the disability occurs. Coverage will be provided up to a maximum of fifty-two (52) weeks. If an employee is disabled in the line of duty while working for the City, the employee shall be covered under Worker's Compensation.

## ARTICLE 16 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Definition. A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement.

Section 2. Purpose and Procedure.

a. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may, from time to time, arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

b. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The failure of the grievant to appropriately present the grievance will act as a bar to further appeal. The Employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed only by mutual agreement.

c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or their representative shall be conducted so as to result in no interference with or interruption of work. The City shall determine whether an interference has occurred under this paragraph. Unless agreed to by the Employer, all grievances shall be processed outside the employee's work day.

d. All grievances must be presented within seven (7) calendar days of the date of occurrence of the event giving rise to the grievance.

e. If any employee files any claim or complaint in any form other than the grievance form set forth in this Agreement, then the City shall not be required to process the same

claim or set of facts through the grievance procedure, unless unresolved.

f. All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated union representative heretofore referred to in this Article.

g. At all steps of a grievance, the Employer and employee shall have the right to have representatives to attend any meeting required to resolve the grievance. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

Section 3. First Step. An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and their Chief. If requested by the alleged aggrieved employee, the recognized union representative may be present in this informal discussion.

Section 4. Second Step.

a. If a grievance is not resolved informally at the First Step, the aggrieved employee shall file the grievance in writing with the Chief within seven (7) calendar days after the alleged contract violation. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this Agreement which have allegedly been violated, misinterpreted, or misapplied, and shall state the remedy requested.

b. Within seven (7) calendar days after the Chief receives the written grievance, a meeting at a mutually agreeable

time shall be held with the aggrieved and their union representative.

c. The Chief shall render such decision and communicate it in writing to the aggrieved employee within seven (7) calendar days following the meeting.

Section 5. Third Step. In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved, if they so desire, may file an appeal of the Chief's answer within seven (7) calendar days of the said written decision with the Mayor or the Mayor's representative. Within seven (7) calendar days after the written grievance is filed, the aggrieved, the union representative of the aggrieved, and the Mayor shall meet in an attempt to resolve the grievance. The Mayor and/or the Mayor's representative shall file an answer within seven (7) calendar days of the Third Step grievance meeting and communicate it in writing to the employee, the Chief and the union representative of the employee.

Section 6. Fourth Step.

a. If the grievance is not resolved satisfactorily in Step Three, there shall be available a Fourth Step of impartial binding arbitration. If a demand for arbitration is not filed within ten (10) calendar days of the Third Step reply, the grievance will be deemed settled on the basis of the Third Step answer. Grievances which have been processed through the preceding Steps of this procedure, and only such grievances, shall be submitted to arbitration as provided below.

b. The grievant and their union representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, the PER Board shall be requested to provide a panel of five (5) arbitrators. No request for arbitration may be filed without the consent and participation of the Union.

c. The parties by mutual agreement shall have one (1) calendar day to strike all the names. The parties shall determine by a coin toss which parties shall have the right to remove the first name from the list. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. Each of the two parties shall alternately strike one name at a time from the list until one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance has been filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing, or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.

d. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the

provisions of this Agreement to the settlement of issues and grievances arising hereunder.

e. Each party shall bear its own costs and expense of the arbitration proceedings, excluding the fee of the arbitrator, which shall be shared equally by the Employer and the grievant or their representative(s).

Section 7. The employee may not conduct a grievance and any other litigation or complaint proceeding arising out of the same set of facts that led to the grievance, during the pendency of the grievance. In the event the employee or any person acting on behalf of the employee brings an action against the City arising out of the same facts giving rise to the grievance, the grievance will be dismissed with prejudice.

#### ARTICLE 17 - HEALTH AND SAFETY

The Employer shall be responsible for providing the safety or protective clothing and equipment that the Employer requires the employee to wear or use, except for safety shoes and prescription safety glasses. Safety or protective clothing and equipment furnished by the City shall be used properly, and the employee shall return the clothing and equipment to the City at such time as the employment is terminated.

In the event the City requires the employee to wear a uniform, the City will provide the uniform for the employee, and the employee shall be responsible for the care and maintenance of the uniform. The officer shall be responsible for cleaning all clothing worn by the officer for work. The City will provide the



uniform clothing in the style and in the amounts the City reasonably determines will fit the needs of the City and the employee. The City will replace the clothing that was damaged or worn out in the regular course of work. The officer will be responsible for all other work clothing.

In the event an employee's wristwatch or prescription eyeglasses are destroyed as the result of a physical altercation or specific event incurred in the actual performance of a police duty for the City, the employee will cooperate with the City in submitting information to the City's insurance carrier or worker compensation carrier for the replacement of the watch or eyeglasses. In the event insurance coverage is not available, the City will reimburse the employee up to \$40.00 for the watch and \$200.00 for the eyeglasses.

#### ARTICLE 18 - TRAINING

Employees shall be reimbursed for expenses incurred in attending training or educational programs required by the City.

The amount of reimbursement for expenses shall be in accordance with the then current City policies on such reimbursements. Reimbursement shall only be provided upon the presentation of paid receipts. Attendance at all training and educational programs must be approved in advance by the City Council.

#### ARTICLE 19 - BULLETIN BOARDS

Section 1. The public Employer shall provide a portion of a bulletin board in a mutually satisfactory location for official

union notices which shall apply to only City employees and for the purpose of posting of jobs. All bulletin board notices must be approved by the Chief of Police or a designee and signed by the union representative of Local No. 238.

#### ARTICLE 20 - GENERAL CONDITIONS

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject matter not referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either

or both of the parties at the time they negotiated or signed this Agreement.

#### ARTICLE 21 - NO INDIVIDUAL AGREEMENTS

Section 1. It is agreed by the Employer that the employees shall not be asked to make any written or verbal contract which will in any way conflict with this Agreement. Likewise, it is agreed by the employee that the Employer shall not be asked to make any written or verbal contract which will in any way conflict with this Agreement.

#### ARTICLE 22 - SAVINGS CLAUSE

Section 1. Should any article, section or clause of this Agreement be declared illegal by a Court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

ARTICLE 23 - EFFECTIVE PERIOD

Section 1. This Agreement shall be effective July 1, 2006, and shall continue through June 30, 2009.

Section 2. A party seeking a continuance of the contract shall cause a written notice to be served on the other party by September 15th of the year prior to the time when a continuance is desired, and shall indicate at that time whether modifications are desired. Accordingly, if a continuance of the contract is requested for the fiscal year beginning July 1, 2009, notice must be given prior to September 15, 2008, and negotiations will commence after the notice is received.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 7th day of August, 2006.

CITY OF WILTON, IOWA

CHAUFFEURS, TEAMSTERS AND  
HELPERS LOCAL UNION NO. 238

By: [Signature]

Mayor

By: [Signature]

Business Representative

ATTEST: [Signature]

City Clerk

By: [Signature]

APPENDIX A

WAGE SCHEDULE

Four percent (4%) across the board pay increase effective July 1, 2006.

Three percent (3%) across the board pay increase effective July 1, 2007.

Three and one-half percent (3.5%) across the board pay increase effective July 1, 2008.